CONDITIONS OF OFFER AND ENROLMENT

20**23/**20**24**





Conditions of Offer and Enrolment

2023/2024

Successful study at LJMU stems from a partnership between applicants, students and staff, and we are committed to providing you with a learning environment and student services which enable you to fulfil your potential. To find out more, please read our Principles of Partnership

Underpinning this partnership, LJMU has a supportive set of regulations, policies and procedures, and these, along with your conditions of offer and enrolment, form the contract between you and LJMU in relation to your application and studies at the University.

These regulations, policies and codes of conduct are designed to protect and maintain the academic quality of your degree and your rights and responsibilities while you are a student of the University. Our academic regulations ensure that you and all other students are treated fairly – from the moment you apply to being accepted on to a course at the University, through to assessments and the qualification that you are awarded.

This document sets out in detail the relationship between you and LJMU. You may have other contractual arrangements (such as your accommodation or student funding from the Student Loans Company) which will be subject to different rules, regulations and obligations.

By applying to or completing your enrolment at LJMU, you agree to abide by these regulations, policies and procedures. That's why it is important that you read your conditions of enrolment carefully so that you understand what is expected of you and what you can expect from the University. The LJMU website has more information about life at the University, plus key regulations, policies and procedures.

Remember: It is your responsibility to read and make sure you understand your conditions of offer and enrolment plus the University's regulations, policies and procedures.

We have tried to make this document as user friendly as possible but if you don't understand anything or have any questions, please contact

For Admissions/ Offers: For Enrolment:

Course Enquiries The Student Registration Helpline:

t: 0151 231 5090 t: 0151 231 3289

e: courses@ljmu.ac.uk e: studentregistration@ljmu.ac.uk

Conditions of Offer and Enrolment

In consideration of your acceptance of the offer of a place and subsequent enrolment as a student at Liverpool John Moores University ("the University") you agree as follows:

Payment of fees

- 1. The fees for your course will be as set out on the specific course information page.
- 2. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
- You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either
 - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
 - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
 - you have been awarded a full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount.
- 4. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is uploaded here when you complete student registration or as soon as possible thereafter. You should contact the Student Registration Helpline if you have any queries.
- If you are enrolling on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
- If you are self-funding and have to pay your own fees, payment can be made via using the <u>online</u> <u>payments system</u>. Payment is due within 30 days of enrolment.

Accuracy of information

- 7. By accepting the offer of a place or completing the declaration at the end of the student registration form, you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
- 8. The provision of false or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.
- The University requires all students to provide proof of qualifications at the point of admission and proof of identity at the point of registration.

Communications to and from the University

- 10. As an applicant all key information will be sent to you via your email address you provided on your application form.
- 11. Once enrolled you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly and in any event, at least once a week. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

University Regulations

- 12. You agree to comply with the provisions of all the University's Regulations, Rules, Codes, Policies and Procedures that apply to applicants and enrolled students from time to time ("the Regulations").
- 13. Key provisions of the Regulations of which you should be aware include:
 - (a) The University's expectations as regards student attendance, academic due diligence, and academic progress. Failure to meet these expectations may mean that you are not permitted to progress on your course.
 - (b) The University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, further details of which can be found on the Academic Misconduct section of our webpages. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
 - (c) The University's rules regarding payment of sums due to the University, which can be found in the Tuition Fee Policy. If you withdraw from your course or take an authorised Leave of Absence you will be liable to pay a proportion of your tuition fees. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case.
 - (d) The University's rules governing criminal convictions, which are set out in the Applicant and Student Criminal Conviction Policy. This sets out the University's expectations of when criminal convictions

need to be disclosed and the action it will take following disclosure, which may in extreme cases include expulsion from your course.

- (e) The University's expectations of student behaviour, which are set out in the Student Code of Behaviour and Disciplinary Procedures. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- (f) The University's Fitness to Study and Engage in the Student Experience Policy describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
- (g) The University's rules governing fitness to practise, which are set out in the Fitness to Practise Policy. This applies to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- (h) The requirements for applicants who have accepted an offer on a professional course to undergo an enhanced Disclosure Barring Service check (organised by the University) and to satisfy the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.

Changes to University Regulations

- 14. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
 - (a) To review and update the Regulations to ensure they are fit for purpose;
 - (b) To safeguard academic standards, for example in response to external examiner feedback;
 - (c) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (d) To incorporate sector guidance or best practice;
 - (e) To incorporate feedback from students; and/or

- (f) To aid clarity or consistency of approach.
- 15. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where it is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably
- possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.
- 16. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

COVID-19

- 17. During the period of the COVID-19 pandemic, the University reserves the right to introduce measures that are in its reasonable opinion needed to protect the health, safety and welfare of students, staff and visitors to its sites. These measures will be notified to students from time to time and published on the University's website: https://www.ljmu.ac.uk/students
- 18. Failure to comply with these measures will be treated as a breach of the University's expectations of student behaviour as referred to in paragraph 13(e) above.

Disability and Reasonable Adjustments

- 19. The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs in accordance with its Disability Policy (Students) Provision of Support
- 20. Notification of disability early in the applicant process enables the University to engage with you and discuss your support needs more effectively. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course.

Changes to courses and services

21. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it in the University's promotional material for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course where that will enable the

University to deliver a better quality of educational experience to students enrolled on the course, or where required by an external accrediting organisation. Such changes may be to:

- (a) the content and syllabus of the course, including in relation to placements;
- (b) the timetable, location and number of classes;
- (c) the structure and/or timing of the academic year;
- (d) the content or method of delivery of the course, services and facilities; or
- (e) the examination and assessment process.
- 22. The University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider. Alternatively, you may make a complaint under the Student Complaints Procedure.

Events outside the University's control

- 23. Sometimes circumstances beyond the control of the University, which could not have been prevented even if the University had taken reasonable care, mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.
- 24. Examples of such circumstances include:
 - (a) industrial action by University staff or third parties:
 - (b) the unanticipated departure or absence of key members of University staff;
 - (c) power failure;
 - (d) acts of terrorism;
 - (e) pandemics, epidemics or other threats to public health;
 - (f) fire
 - (g) severe weather conditions;
 - (h) natural disasters;
 - (i) political or civil unrest;
 - (j) damage, interruption or lack of access to buildings, facilities or equipment;
 - (k) the acts or delays of any governmental or local authority;
 - (I) legal or regulatory changes, including changes to government guidance;
 - (m) withdrawal by government or any regulator of any necessary licence; or
 - (n) where the numbers recruited to a

- course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
- 25. When such an event occurs, the University will notify affected students that the event has occurred and will take all reasonable steps to minimise the resultant disruption to affect students by, for example:
 - (a) offering the opportunity where reasonably possible to move to another course;
 - (b) deferring the start date for the course;
 - (c) delivering the course in a different way, from another location or online, or at another time;
 - (d) delivering a modified version of the same course;
 - (e) assisting you to transfer to complete the course at another institution; or
 - (f) delivering other services and facilities in a different way, from a different location or online:
 - (g) closing or discontinuing delivery of the course.
- 26. If you are not satisfied with any such steps to mitigate the disruption caused by an event outside the University's control you may terminate your contract with the University and the University will follow its Student Protection Plan. Alternatively, you may make a complaint under the Student Complaints Procedure.
- 27. Where an event outside the University's control occurs and the University is unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

Requirements for EU and international students

- 28. Students from the EU will need to demonstrate settled or pre-settled status or a student visa in order to take up a place at the University for 2023-2024.
- 29. Other international students will, in most cases, need a student visa to take up a place at the University. Further information about visas can be found at https://www.gov.uk/browse/visas-immigration/student-visas.
- 30. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the University reserves the right to terminate its contract with you.

Data Protection

31. You can find out more about how the University

service should begin within the cancellation period.

handles student data and your rights in relation to data protection in our <u>student privacy notice</u>, a copy of which can be found on our website at <u>www.limu.ac.uk</u>

Cancellation rights

RIGHT TO CANCEL

- 32. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.
- 33. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form at the end of this document, but it is not obligatory. The University is very happy for you to just send an email to courses@ljmu.ac.uk
- 34. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

- 35. If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
- 36. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

37. If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the Tuition Fee Policy.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELATION PERIOD

38. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the

If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the <u>Student</u> Withdrawal Policy.

- 39. Complaints relating to admissions issues are dealt with in accordance with the <u>Applicant</u> Complaints and Appeals Policy.
- 40. The University has a comprehensive <u>Student Complaints Procedure</u> which includes both informal and formal options which students can use to resolve complaints about the University's services.

General

- 41. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 42. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 43. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
- 44. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.
- 45. The University does not exclude or limit in any way its liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.

You will be asked to complete the box on your online student registration form to declare that you have read and understood the terms and conditions set out above.

MODEL CANCELLATION FORM

Courses, Student Recruitment	
Liverpool John Moores University	
Exchange Station,	
Tithebarn Street	

Please fill out this form and send it by post addressed to:

Liverpool L2 2QP

Or send by email to courses@ljmu.ac.uk

I hereby give notice that I wish to cancel my contract with Liverpool John Moores University to study the course commencing in [(month) (year)].

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Name of student:
Student number:
Course title:
Address of student:

Signature: Date: